

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

NAVIGATORS INSURANCE COMPANY	:	
	:	Civil Action
Plaintiff,	:	
	:	No. 11-7074
v.	:	
	:	
OASIS ON ESSINGTON, LTD. d/b/a	:	
OASIS GENTLEMAN'S CLUB, <i>et al.</i>	:	
	:	
Defendants.	:	

ORDER

AND NOW, this 31st day of July, 2014 upon consideration of the cross-motions for summary judgment filed by Plaintiff Navigators Insurance Company (Dkt. No. 65) and Defendants Oasis on Essington Ltd. d/b/a/ Oasis Gentleman's Club et al. (Dkt. No. 67), and the responses thereto, it is hereby ORDERED that Plaintiff's Motion is GRANTED in PART and DENIED in PART and Defendants' Motion is GRANTED in PART and DENIED in PART as follows:

1. Navigators Insurance Company has no obligation to defend and indemnify the Estate of Robert S. Leflar (as an "employee"), John Pettit, Brandan Davis, Caesar A. Gramenzi, Edwin Padua, and Timothy Carpenter.

3. Navigator's Insurance Company shall defend and indemnify Gentlemen's Club, the Estate of Robert S. Leflar (as a "member"), the Estate of Jacqueline Leflar, Anthony R. Alberto, and Robert Leflar Investments, LLC, as they were insured under the supplemental Assault and Battery Endorsement. That policy is limited to \$100,000.00, per "incident" and in the aggregate, the limit of which is eroded by the costs and fees associated with the defense of

these claims. The Plaintiff's duty to indemnify depends on the outcome of the underlying action, which has not yet been adjudicated.

BY THE COURT:

/s/ C. Darnell Jones, II

C. DARNELL JONES, II
UNITED STATES DISTRICT JUDGE